

AGREEMENT FOR PROFESSIONAL SERVICES

Agreement made effective this date between John Patrick Lowe, Trustee, *Bankruptcy Estate of 1001 WL, LLC*, Case No. 24-10119-smr (the “Client”), and Brian T. Cumings, Graves Dougherty Hearon & Moody PC, 401 Congress Avenue, Suite 2700, Austin, Texas, 78701 (the “Attorneys”).

RECITALS

In consideration of the mutual promises contained in this contract, the parties agree as follows:

1. **TERMS OF AGREEMENT:** This agreement shall be effective as of the day of execution and shall continue in effect until the services provided have been performed.
2. The Attorneys agree to advise the Client regarding general matters related to the above noted Bankruptcy Estate, in the United States Bankruptcy Court, Western District of Texas, Austin Division, and any adversary proceedings or litigation in other courts related thereto. The Client makes no guarantee or prediction with any certainty regarding the outcome or of any recovery in the Estate.
3. **COMPENSATION OF ATTORNEYS:** In consideration of the services to be performed by the Attorneys, the Client agrees to compensate the Attorneys for the services rendered at their regular hourly rates, as established at the beginning of each calendar year; Brian T. Cumings will primarily be responsible at the present rate of \$525.00 per hour for Attorney’s services. The Attorneys hourly rates currently range from \$285.00 to \$650.00, with increases anticipated at the beginning of each calendar year. The regular rates of between \$20.00 and \$250.00 per hour for services of Attorney’s staff and paralegals.
4. **EXPENSES:** Additionally, the Client agrees to reimburse the Attorneys for any reasonable expenses incurred by the Attorneys in performing the agreed services for the Client. Such expenses shall include, but are not limited to, subpoena costs, filing costs, deposition costs, accounting costs, investigation costs, expert’s fees and charges, delivery service costs, photocopy and certified copy costs, faxing, electronic or computer research, scanning and other required work for electronic usage, and all other miscellaneous actual expenses and the like.
5. **ENTIRE AGREEMENT:** This agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or oral agreements between the parties respecting this subject matter. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
6. **GOVERNING LAW:** This agreement shall be construed under and in accordance with the laws of the State of Texas.
7. **SUCCESSORS AND ASSIGNS:** This agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representative, successors, and assigns when permitted by this agreement.
8. **BANKRUPTCY COURT APPROVAL:** This agreement, including the compensation and reimbursement of expenses to be paid to Attorneys, are subject to the approval of the United States Bankruptcy Court for the Western District of Texas, Austin Division.
9. **TRUSTEE LIABILITY:** The compensation and reimbursement of expenses to be paid to the Attorneys shall be paid from the assets of the estate, if any. The Trustee has no individual liability for the payment of compensation and reimbursement of expenses provided for herein.

Executed on the 1th day of January, 2025.

Attorneys:

/s/ Brian T. Cumings

Brian T. Cumings

Client:

/s/ John Patrick Lowe

John Patrick Lowe - BK Estate of *1001 WL, LLC*, Case No. 24-10119-smr